

## COURT-HOUSE LOCALS.

**Thomas Bryant Files a Damage Suit Against a Number of Parties.**

**The Empire Bottling Company Wants Damages From the Western Union—Other Court Notes.**

The new dog licenses for the ensuing year are ready for customers in the City Clerk's office.

The damage suit of William McKenzie vs. William H. Moore was dismissed in Room 1 yesterday.

The divorce suit of John vs. Mary Cowen was stricken from the docket in Room 3 yesterday, the plaintiff having recently died.

The suit of W. H. Whitehead vs. the L. B. and W. Road for \$4,000 damages for personal injuries is being argued before the jury in Room 1.

George W. Hunter has filed for divorce from Mary C. Hunter, whom he married in 1881. He charges abandonment and prostitution for cause.

James Sulgrove has filed suit to foreclose a mortgage against John B. Brandt and others, demanding judgment for \$4,000. The complaint is in four paragraphs.

Henry R. Bond has filed suit against William F. Sharpe and wife to foreclose a mortgage given in November, 1876, to secure \$5,000, and another mortgage given to secure \$4,000.

The Connecticut Mutual Life Insurance Company has filed a suit against John D. Condit and wife, and sixty-two other defendants, to foreclose a mortgage on certain city property given in December, 1881, to secure a \$5,000 note, and ten coupon notes for \$292.50.

Demand, \$20,000 and appointment of a Receiver.

Morris Dalton has taken out a \$1,200 permit for a frame cottage to be built on the corner of Kaller street and Arsenal avenue. H. C. DeWenter will erect a \$5,000 brick on Alabama street, between Howard street and Seventh street. Frank Runko will put up a \$1,200 frame on Cincinnati street between Liberty and Noble. Other permits issued yesterday aggregate in value \$2,050.

Clara E. Brooker wants a divorce from Thomas Brooker, and for cause alleges cruel treatment by cursing and whipping her, and threatening to take her life, and by looking her and her child out of doors all night. She charges failure to provide, although Thomas owns property worth \$3,000, a portion of which is in their joint names. Demand is made for the custody of the child and reasonable alimony. The parties were married in July, 1883.

Albert Sutton, Joseph Cowen and Jerry Sample, Trustees of the Garfield Baptist Church, have filed suit for trespass against Olof R. Olsen and J. C. Ayres, alleging that on the 9th of this month defendants entered the church and took away fifty benches and twenty chairs which plaintiffs had rented. Because of this divine service can not be held for six months, and because of the failure to collect the church contributions plaintiffs, as trustees, have been damaged in the sum of \$1,000. Several interrogatories are propounded to defendants, who were actually engaged in the trespass.

John R. Watt and James Miller, under the firm name of the Empire Bottling Company, have filed suit against the Western Union Telegraph Company for damages, alleging for cause the sending of a dispatch last month to Joseph Schiltz Brewing Company, Milwaukee, Wisconsin, the following being a copy: "Ship on immediately sixty-nine barrels Pilsner and two halves of Bavarian. Draw bill of lading attached. Haste shipments as we will be entirely out of beer by Wednesday morning." The defendant accepted the dispatch, but failed to send it until the Thursday following, five days after the filing thereof. This delayed the plaintiffs in their business and damaged them, they say, \$2,000 worth.

Thomas J. Bryant yesterday filed another suit for damages against Oren H. Trook, Emmet J. Heeb, Eli F. Brown, William M. Redman and Cornelius N. Hamilton for \$4,000. He alleges that he established a business college in this city in 1856, which, in 1864, he sold to Bryant, Stratton & Spencer, and removed to St. Joe, Mo., where he established another college, which he operated until the fall of 1883, when he returned to this city and bought out the Bryant & Stratton Business College, and in 1884 he bought out the Granger Commercial College, and the business was conducted under the style of J. Bryant & Co., his partner being Hamilton, who owned a third interest of the business. Heeb and Trook were employed as teachers. The college was a success and had a large business. Plaintiff then became dangerously sick, and was compelled to leave the business to Hamilton, Heeb and Trook, who he believed were dishonest. While he was thus afflicted, he alleges, defendants conspired together to unlawfully and fraudulently wrong and cheat him out of his two-third interest in the college, their plan being to visit him during his sickness and induce him to sell out to defendants, except Hamilton's one-third interest, and who should threaten plaintiff with the appointment of a Receiver by the court if he did not sell out. The scheme was carried out, and plaintiff declined to sell. Hamilton said he could get a purchaser for plaintiff's two-thirds interest at \$1,000, and when Bryant refused, the complaint was filed.

If you don't do it, you'll never get a dollar. I'll have a Receiver appointed, if you don't do it within twenty-four hours." Although defendants never disclosed the names of the proposed purchasers, yet plaintiff was overpersuaded, and he finally yielded, and on the 24th of last January he conveyed to Trook, Heeb, Redman and Brown his interest for \$1,000. As soon as he discovered he had been cheated, and as soon as he was physically able to do so, he made a legal tender of the \$1,000, and demanded a rescission, which was refused. He prayed for the appointment of a Receiver to take possession of his two-thirds interest, to prevent it being sold and assigned to others by the defendants, and for \$1,000 judgment or a rescission of the contract. He also pays into court the \$1,000 to be repaid to defendants at any time they may choose to settle the matter.

**Taking Three Years Coolly.**

In the Criminal Court Aaron Waller was arraigned yesterday on a charge of grand larceny, to which he entered a plea of guilty. He stole a shotgun and an overcoat and took them to Decatur, Illinois, where they were afterward secured and returned to their owner. Aaron is a peculiar individual and was very indifferent to his fate. He was asked by Judge Norton how many years in the State prison it would take to reform him, to which he responded, after looking at the ceiling a moment or two, "Well, I guess it will take all of two years, Judge." "I'll go

you one better, and make it three," said His Honor. "All right, Judge; suit yourself. I expect you're right. It won't hurt me any, sure," and back he went to jail.

## RAILWAY NEWS.

**The C. H. and D. and Erie Injunction Suit—Probability That a Decision Will be Rendered in the I. M. Case.**

The Monon will put on a line of new parlor cars between Louisville and Chicago. The tourist business has already commenced and passenger representatives of many of the outside lines are in the city distributing gaudy advertising matter sitting forth the beauties of the various pleasure resorts.

The employees of the Monon are well pleased with General Superintendent Woodward, who has been with the road a little over a month. Mr. Woodward is very watchful over the interests of the company which he represents, and makes trips of inspection very frequently, but does not always travel in an elegant appointed passenger coach. He often goes over the road in an engine, and there are few places in the track or road bed which need repairs that escape his notice.

Work has been commenced on President D. J. Mackey's new road from Washington to Worthington. Mr. Mackey has been very prompt in his actions since it was decided to build the road. He intends pushing the construction of the line and hopes to have trains running during the coming winter. The distance between the two points is thirty-two miles, and when the road is completed it will increase the business of both the Straight Line and Southeastern. The Greene and Clay County coal mines will be developed, and a heavy traffic is expected from this source.

It is now stated on good authority that a decision will be rendered in the suit of the Illinois Midland some time this week. A decree of sale will surely be issued, and the Waring Brothers, the principal bondholders, will buy the road in and place it in repair. For some time past the road has been developing its business, and the earnings have been handsomely increased. The pay car passes over the line with marked regularity and the employees no longer have to wait for their wages.

As will be seen from the regular report, the arguments in the C. H. and D. and Erie injunction suit have closed, and the case been taken under advisement. Had the case come up on its merits, or rather had the full case been in court, the result would have been easier to predict. As it is, neither H. J. Jewett nor the C. H. and D. is in court under the cross petition, and the only thing for the court to decide is, shall an injunction be granted at all, or with or without some provision in equity in regard to the 2,000 shares actually owned by the Erie? It is said that it is wondered by some well-informed people why this point was not made, i. e., that as the C. H. and D. was not to the transaction between certain of its stockholders and the Erie at any time, why should it not be allowed to receive to vote of a certain stockholder, H. J. Jewett, who appears upon its books? Interest in the case is very great, and the decision will be looked for with impatience.—Commercial-Gazette.

## A JUKOR'S FREAK.

Leaving the Court for Dinner and Not Returning.

William H. Merritt is suing Dock Wilson for damages growing out of a fight over a lottery ticket, on the 14th of the month, in which Merritt was out in the face. He sues for \$200. The case was before a jury yesterday in Squire Smock's Court, and was earnestly argued by counsel on both sides. When the noon hour arrived Peter Klaus, one of the jurors, left the court for dinner, remarking as he went that he was not coming back again. When the case was resumed in the afternoon Peter's absence was noted, together with his remark on the subject, and by agreement the case went on with five jurors in the box. Squire Smock issued an attachment for Klaus and directed the constable to get him if it took six months to find him, saying that while his good nature was not impaired on the dignity of the Court had been contemptuously treated and Mr. Klaus will do for an example to others who are inclined to regard Justices' Court lightly. Up to last accounts Klaus had not been found.

## LOCAL COURTS.

**SUPERIOR COURT.**

Room No. 1.—Hon. N. B. Taylor, Judge. William MacKenzie vs. William H. Moore. Suit for damages. Dismissed.

William C. Whitehead vs. The L. B. and W. Railway Company. Suit for damages. On trial by jury.

Room No. 2.—Hon. D. W. Howe, Judge. Charles L. Merrill vs. Jacob S. Hildebrand et al. On patent right. On trial by jury.

Room 3.—Hon. Lewis C. Walker, Judge. William C. Smock, guardian, vs. Junction Railroad et al. Suit to quiet title. Finding for defendants.

Hon. H. C. Chatfield et al. vs. Weller B. Smith. Suit on note. Judgment for \$244.32.

Charlotte Brinkmeyer vs. John C. Brinkmeyer et al. Suit on account. Dismissed.

John Owens vs. Aaron Hamilton. Foreclosure. Dismissed.

John Coen vs. Mary Coen. Suit for divorce. Dismissed.

## CIRCUIT COURT.

Hon. A. C. Ayres, Judge. William Patterson vs. the estate of Gustavus H. Voss, deceased. Claim. On trial by jury.

## CRIMINAL COURT.

Hon. Pierce Norton, Judge. State vs. Aaron Walker. Grand larceny. Plea of guilty, and sentenced to the State Prison for three years.

## W. C. T. U. Meeting.

Mrs. James Havens, of Lafayette, will address the Central W. C. T. U. to-day on "The Slaves of Opium." The lecture is the result of an investigation of several years, in which Mrs. Havens has become convinced that the curers of opium are without a parallel in the record of the curers on humanity. A general invitation is extended all interested to hear her to-day, at 76 North Pennsylvania street, at 2:30 p. m.

## After Diphtheria.

Diphtheria is a terrible disease, requiring the greatest medical skill to effect a complete cure. Even when its power is broken, it clings to the patient with great persistency, and often leaves the system poisoned and prostrated. Just here Hood's Serravallo's is a vast amount of good, expelling impurities from the blood, giving it richness and vitality, while it renovates and strengthens the system.

## THE TILE WORKS SOLD.

A Syndicate Headed by Newton Patterson, the Purchaser.

In accordance with the order of the court, made some time ago, the Tile Works property was sold yesterday morning at the Court-house steps by Receiver Motherhead. It had been agreed among the attorneys representing creditors of the institution that a sale was necessary in order to protect the various interests at stake. There was quite a crowd of spectators present at the sale, but there were but two syndicates present to bid on the property. Before the sale had begun the attorneys for Nichols and McFarley and the First National Bank of March Chancery, Pa., who hold claims aggregating \$20,727, gave notice of outstanding executions, and that the order of the court transferring certain existing liens from the property to the fund would be contested; also, that he would contest the validity of the Receivership. The Receiver also gave notice that all bidders would be required to deposit 20 per cent of collateral as a guarantee of good faith in bidding. Jackson Lenders and Newton Patterson presented checks for large amounts upon this statement by the Receiver, so the sale proceeded. A number of citizens, more or less interested, were present, among them George Stout and D. M. Ransdell. The property was sold subject to the \$80,000 mortgage of the Court-house Savings Bank. Mr. Patterson stated the sale by bidding \$15,000, and for an hour the sale dragged, when Mr. Patterson reached \$73,000, and the opposition declined to bid further, upon which it was knocked down to Patterson. He expects to enter into possession as soon as the order of sale is confirmed. It is understood that the indebtedness of the works included about \$79,000 of what is known as valid claims, with \$20,000 yet to be adjusted, besides the \$80,000 mortgage previously referred to, making a sum total of \$179,000. Under the order of court the fund and not the property is made responsible for all liens not included in the \$80,000 mortgage. While the sale was in progress to day representatives of all the leading legal firms were present mentally noting the proceedings and occasionally making suggestions to their respective clients. It is thought that the interest manifested by parties present at the sale indicates a stormy time ahead for the Tile Works, and it is more than probable that suits will be filed by claim-holders against the new firm shortly, which will bring the questions involved directly before the courts.

## Piano Recital.

A grand complimentary piano recital is announced by the irrepressible Pianist for Friday evening and another Saturday afternoon. Mr. Emil Liebling, piano virtuoso from Chicago, will be assisted by Mrs. Enrique Miller, Mr. Paul Bahr and the Apollo Quartet. The following is the programme for the Friday evening entertainment:

1. Prelude and Fugue, A Minor.....Bach-Liszt
2. In May Time.....Billette
3. a. La Fille.....Raff
4. Concert Study, Op. 27, No. 6.....Schwarzenberg
5. a. Kamekono-Ostrow, No. 22.....Rubinstein
6. a. Porecchi, Op. 27, No. 2.....Schumann
7. a. Kreisleriana, No. 2.....Schumann
8. a. Nocturne, Op. 9, No. 2.....Chopin
9. a. Nocturne, Op. 9, No. 2.....Chopin
10. a. Nocturne, Op. 9, No. 2.....Chopin

**The Drill of the Light Artillery.**

Speaking of the prize drill in which the Indianapolis Light Artillery won the first prize, the New Orleans Times says: "In the artillery the most self-evident fact apparent to the board was that both the New Orleans detachments were so nervous and anxious that neither did itself justice at the drill. With the Indianapolis detachment this was anything but proved. They were cool and collected and well drilled, and New Orleans, the home of famous drillers, was a knowledge that competitors in every way worthy of her greatest efforts are born outside her lines, a fact which the record of New Orleans detachments has heretofore placed in doubt."

## Sunday-School Reunion.

A reunion of the Episcopal Sunday-schools will be held in this city on Sunday next at St. Paul's Cathedral, services to begin at 3 o'clock p. m. This will be followed Monday and Tuesday evenings by meetings at St. Paul's Chapel at 7:30 o'clock of the teachers of the schools for the discussion of subjects connected with Sunday-school work.

**The Globe Life Insurance Company.**

A suit on policy has been brought against this company by Mary C. V. Hammond and other infant heirs. Mr. C. M. Brown, of North Carolina, represents the parties as receiver appointed by the Court. There is nothing in the case, as all the funds due on the policy in question were paid to S. M. Bruce, Treasurer of the Globe Company, by check from the Secretary, Marcus E. Frazer. The check was made to C. M. Brown. These facts we learn through an interview with the Globe officials. It is but fair to make this statement and also to add that during the past year, which has been a dull one for life business, the Globe did an unusual trade. Last Saturday it wrote \$25,000, and this year proved the best it has had since its establishment five years ago.

The Globe Company has always discharged its just liabilities, and aims to do a fair business under the law. In view of the efforts of the enemies of the company the officials do not shrink upon a thorough investigation so that the public may be duly apprised as to their standing and business methods. This is the proper way to silence those who talk without the facts, and it is always a good way to attract the attention of the public to the fact that the Globe pays dollar for dollar on all just claims, and that its system of insurance is the cheapest, the safest, and the easiest understood by the people. This company does business in a large number of the States, and numbers among its officers some of the best men in these States. This fact of itself is an encouragement to its business, and the people are not slow to recognize the fact. The company, both of which they claim to find in the status and workings of the Globe Company, whose principal offices are in this city.

The fourth annual sheep-shearing occurred on March 31 and April 1 and 2 at Middlebury, Vt. 150 sheep were sheared, the average of the fleeces being equal to that of the previous year. The heaviest ram's fleece was thirty-eight pounds and thirteen ounces and the heaviest ewe's fleece twenty-one pounds and nine ounces. Among the numerous animals from the New Orleans Exposition, the five heaviest rams' fleeces averaged thirty-five pounds and six ounces and the five heaviest ewe's fleeces averaged twenty pounds, less one ounce.

## TEST YOUR BAKING POWDER TO-DAY.

Brands advertised as absolutely pure contain ammonia.

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